

REPORTS OF CHANDLER

The following is the full text of Commissioner Chandler's report to the Honorable the Executive Council of the Province of New Brunswick:

THE PROVINCE OF NEW BRUNSWICK

Upon my appointment as Commissioner, by Commission issued under the Great Seal of the Province of New Brunswick on the third day of March, A. D. 1915, I entered upon the investigation which I was required to make by my Commission.

At the outset of my investigation I made some enquiries into the operations of the Departments of Public Works, of Lands and Mines, of Agriculture and of the Provincial Secretary-Treasurer of the Province of New Brunswick, and into the operations of the said Departments, but I could not find any instances of inefficiency, incapacity, irregularity, dishonesty or wrong-doing on the part of any inside official or employee of the said Departments or in the administration of these branches of the public service, with this possible exception—

Soon after my appointment as Commissioner I took the evidence of Thomas G. Loggie, Esquire, Deputy Minister of Lands and Mines, and he called my attention to the fact that steps might, in his judgment, be taken which would promote the efficiency of the Department of Lands and Mines. Mr. Loggie also told me that he had reported with respect to these matters to the Hon. Mr. Clarke, the head of the Department, and that some of his suggestions had been carried out and that others were being considered by the head of the Department.

Under these circumstances I do not think it necessary for me to go into detail as to the suggestions made by Mr. Loggie.

Inside Service Vindicated

Mr. Loggie's suggestions dealt with the improvement of the efficiency of the Staff of the Department, and he stated that no cases of actual dishonesty or wrong-doing on the part of the Staff had come under his notice.

Three months later when I acquired one which was called to my attention by Mr. E. S. Carter, Mr. Carter in a letter to me dated March 12th, 1915, requested me to enquire into the payment of the sum of two thousand nine hundred and thirty-two cents by the Dalhousie Lumber Company, Limited, in the year 1912, on balance of stumpage account as arranged with Willard H. Berry. I proceeded to enquire into the matter mentioned in Mr. Carter's letter and examined the following witnesses:

Willard H. Berry,
J. W. Brankley,
W. F. Comeau,
and
T. G. Loggie.

From the evidence taken before me it appears that on the 20th day of August, 1912, a cheque for two thousand nine hundred and thirty-two cents was drawn by the Dalhousie Lumber Company, Limited, on the Bank of New Brunswick, Campbell Branch, payable to J. W. Brankley or order for balance of stumpage account. This cheque was produced by Willard H. Berry and was endorsed by J. W. Brankley; according to the evidence of Willard H. Berry the cheque was given in settlement of the Dalhousie Lumber Company's account for stumpage due, and it was made payable to Mr. Brankley for the purpose of reimbursing the Miramichi Lumber Company for a rebate that was allowed them by the Department. The full amount of the rebate that was allowed the Miramichi Lumber Company was the sum of five thousand dollars and this particular amount according to the evidence of Willard H. Berry was settled by the Hon. Mr. Fleming, and on or about the seventh day of August, A. D. 1912, it was decided to allow the Miramichi Lumber Company a rebate of five thousand dollars in respect of the payment of ten thousand five hundred and ninety-four dollars and eighty cents previously made by the Company prior to this time. A rebate to the amount of two thousand and ninety-six dollars and sixty-eight cents had been allowed to the Miramichi Lumber Company, and there was therefore the sum of two thousand nine hundred and thirty-two dollars and thirty-two cents due to the Miramichi Lumber Company in respect of this rebate of five thousand dollars. At the time when the cheque before me was drawn the sum of two thousand nine hundred and thirty-two dollars and thirty-two cents was drawn therefrom, according to Mr. Berry, due from the Dalhousie Lumber Company to the Department of Lands and Mines, and the sum of two thousand nine hundred and thirty-two dollars and thirty-two cents, being an amount due by this Company to the Department for pulpwood cut by the Company on lands belonging to the Province.

Under these circumstances Willard H. Berry very irregularly and unwisely in my judgment arranged to settle the rebate due to the Miramichi Lumber Company by taking from the Dalhousie Lumber Company the cheque of the Department of Lands and Mines. This cheque was accordingly drawn by the Dalhousie Lumber Company and handed over to the Manager of the Miramichi Lumber Company, the result being that the amount of rebate due from the Province to the Miramichi Lumber Company was paid to them and the Province practically received the amount due to it by the Dalhousie Lumber Company.

Willard H. Berry says that this arrangement was made at his suggestion.

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Province Lost Nothing

So far as I can see from the evidence adduced before me, the amount of two thousand nine hundred and thirty-two dollars and thirty-two cents was really due from the Province to the Miramichi Lumber Company and the money necessary to pay this amount to the Miramichi Lumber Company was given by the Dalhousie Lumber Company, which Company thereby discharged its liability to the Province. The Province lost nothing by the transaction as far as I can see, but in my judgment the whole matter was very irregularly conducted, and Willard H. Berry took altogether too much upon himself in settling these two matters as he did.

These transactions should have been settled directly by the Department of Lands and Mines, and should have gone through the books of that Department; and while these two claims have been settled, they should never have been settled in this irregular way, outside of the Department altogether, and apparently without the knowledge of any official of the Department other than Willard H. Berry himself.

Willard H. Berry is not now an employee of the Department of Lands and Mines and he is therefore not to be gained by any further comment upon the course followed by him in connection with this matter; but it is to be hoped that all future transactions of this kind will be conducted and settled by the accounting Branch of the Department and not by any such official as the Chief Clerk.

Willard H. Berry at the time that he took place as Head of the Department of Lands and Mines; he settled this matter without consulting anyone connected with the Department, and without even reporting to the Department what he had done, he also gave instructions to the Accountant of the Department as to what entries he should make in his books with respect to the matter under discussion and some of the entries were made in pencil at the time.

The action of Willard H. Berry in connection with this particular transaction was in my judgment altogether irregular and very much open to censure, even though he did not lose anything by the transaction.

No information was given by Berry to Mr. Loggie, Deputy Minister of Lands and Mines, as to this transaction, and the payment by the Dalhousie Lumber Company to the Miramichi Lumber Company beyond the bare statement that the account for stumpage due by the Dalhousie Lumber Company and the claim of the Miramichi Lumber Company for a rebate had been settled.

The details of the settlement of these two cases were never reported to the Department by Berry and nothing was reported to the Department by the books kept by the Department.

The whole transaction was carried out by Berry in a most irregular and unbusinesslike manner, and he had no right to conduct the business of the Province in such a loose way. His conduct in the matter under discussion is to my mind deserving of very grave censure.

(Signed)
WILLIAM B. CHANDLER,
Commissioner.

RE STEWART LUMBER LICENSE.

Bass River, Gloucester County, N. B. Mr. P. J. Veniot claimed in this matter that large quantities of railway ties had been cut on the Crown land of Crown Land held under license by Mr. A. J. H. Stewart of Bathurst, N. B., situated between the Miramichi River and Bass River in the County of Gloucester. Mr. Veniot also claimed that a large number of logs had been cut on this same land on which no stumpage had been paid.

According to the evidence of Mr. T. G. Loggie, Deputy Minister of Lands and Mines, given before me, License No. 2024 for the year 1914 was issued to Mr. A. J. H. Stewart in the year 1913. A timber license covering the same lands as those included in License No. 2024 was issued to William G. White, President of the Gloucester Lumber and Trading Company, December 26th, 1912. This license was transferred to A. J. H. Stewart on the 30th day of April, A. D. 1913.

Mr. Loggie stated that no stumpage was paid with respect to the lands covered by license No. 2024 for the logging season of 1912-13 nor for the logging season 1913-14 and that William Hayden, the scaler for the District in which these lands are situated, had made no return of lumber cut on these lands.

The lands covered by the license held by Mr. Stewart are three and a half square miles in extent and cover a number of lots. The lands are bounded westward by the Miramichi or Bathurst Road and eastward, roughly speaking, by the Bass River. They are situated about four miles from the town of Bathurst and the Carleton Place Railway runs to the northward of the tract.

Mr. Hayden's Report
On the 27th of April, A. D. 1915, William Hayden made a report with respect to these lands to Mr. Loggie

which report is as follows:

"Your two letters of the 20th March and the 23rd instant respectively regarding sleepers cut on the license held by A. J. H. Stewart on Bass River were duly received. On receipt of your letter of the 20th of March I made a special visit to Bass River with a view of looking carefully into the matter and I beg to report that I failed to find any sleepers cut on this winter from the license held by A. J. H. Stewart. I also saw logs which I could find out that there had been any cut this past winter, nor last winter, from the said license, and if I had found any lumber cut from said license I would certainly have made a return of it to your Department."

William H. O'Brien, one of the witnesses who was examined before me, stated that he had worked on the lands at Bass River on Lot 13 for a period of the year 1913.

I had considerable difficulty in getting any definite information from O'Brien but he finally admitted that he cut between 75,000 and 100,000 superficial feet of logs, and worked on the land about two months, the trees cut by him being principally pine and fir.

During the time he was cutting on these lands O'Brien saw nothing of Willard Hayden the scaler. O'Brien also stated that sleepers were cut on the lands held by Mr. Stewart during the winter of 1912-13 along the Miramichi Road and all over the ground. In the year 1912-13, O'Brien was keeping count of the sleepers cut on these lands for Mr. A. J. H. Stewart and there were some twelve men who were employed in cutting sleepers on these particular lands while O'Brien was acting for Mr. Stewart.

I could not get any definite idea from O'Brien as to the number of sleepers cut on these lands in 1912-13. Two witnesses, namely Albert Doucet and Moses Couture, who cut sleepers on these lands, were examined before me. Albert Doucet went on these lands towards the end of the year 1913 and cut some 250 ties and he gave evidence as to five or six other persons cutting the same lands while he was there. All these persons, it appears, were working for Mr. Stewart.

Cut 400 Sleepers

Albert Doucet also cut ties on the same lands in the winter of 1912-13 for Mr. Stewart and he cut about 400 sleepers and other persons were working on these same lands cutting sleepers for Mr. Stewart at the same time. I had some difficulty in ascertaining just how many sleepers were cut on the lands in question for Mr. Stewart in the two seasons mentioned above, but according to the evidence the whole tract of land covered by Stewart's license was some over and all the sleepers obtainable on these lands were cut.

According to the evidence of Moses Couture, about ten carloads of sleepers were cut each winter on these lands and this witness says that some carloads would hold 400 sleepers and some 500; so that at the lowest calculation about twenty carloads of sleepers were taken out of these lands in the winter of 1912-13 and in the winter of 1913-14 altogether. In my judgment about 4,500 sleepers were cut on these lands for Mr. Stewart in the season of 1912-13 and at least the same quantity of sleepers were cut on the same lands in the season of 1913-14.

William H. O'Brien admitted cutting at least 75,000 superficial feet of lumber, spruce and pine, on the lands in question, and he stated that he cut more than this quantity though he did not admit that he cut 100,000 superficial feet.

All the sleepers cut on these lands were hauled out to the Carleton Place Railway by the persons who cut them and were loaded on cars and eventually were sold to the Intercolonial Railway by Mr. Stewart.

William Hayden does not seem to have known anything at all about operations on these lands, according to his own account and he does not seem to have ever gone over these lands or made any enquiries as to whether lumber was being cut on them, although the lands were his district.

Mr. Stewart in giving evidence before me admitted that sleepers were cut on these lands for him. He also admitted that he gave Freeman Goodwin authority to cut sleepers on these lands and that Goodwin also cut sleepers for him in 1913-14. Mr. Stewart claimed that Goodwin was to pay the stumpage on logs cut by him but there is no evidence that Goodwin ever paid any stumpage.

Mr. Stewart said he could not tell how many sleepers were cut on these lands in 1912-13 but the sleepers cut were sold by him to the Intercolonial Railway. According to the evidence given before me as to the cutting on these lands in 1912-13, all the lands covered by the license held by Stewart were cut over very thoroughly, the cutting extending up to the Miramichi River on the West and to what are called the Harris lots on the East. This work occupied some two or three months each winter and it seems very strange to me that none of this cutting ever came under the notice of William Hayden the scaler for the District in which these lands are situated.

In his evidence, Hayden stated that he went out to the Miramichi River on his usual trips but he never noticed any sleepers being hauled. He never went on the lands in question and does not seem to have made any enquiries with respect to lumber being cut on these lands.

Hayden says he understood that Freeman Goodwin was cutting, but heard he was on grant lands.

Operations Small
Mr. Stewart's operations on the lands in question were not very extensive and the amount of stumpage which he should have paid to the Crown

is not very large and would probably not exceed the sum of four or five hundred dollars. The attitude taken by Mr. Stewart with respect to this matter of cutting on Crown Lands is apparently that it is the duty of the officers of the Crown to find out if anyone is cutting on Crown Lands and to collect the proper stumpage therefor and that there is no obligation upon him as a licensee to inform the Crown officers as to his operations or to trouble himself in any way as to the payment of stumpage.

It is very unfortunate in my judgment that a public representative should take this ground with respect to the matters under discussion. If an elected representative of the people, one who actually takes part in the framing of the laws passed for the protection of property belonging to the Province—takes the ground that timber belonging to the Crown is fair game and that anyone cutting on Crown lands is under no obligation whatever to pay stumpage unless caught red-handed and compelled to pay by the Crown officers, one can hardly expect that other operators on Crown Lands will not follow the example set them.

If, however, everyone operating on Crown land in this Province under a lumber license acts on the same principle as that followed by Mr. Stewart, the task of the officials whose duty it is to see that the law is being enforced and the proper amount of stumpage collected from the operators will indeed be a difficult one.

(Signed)
WILLIAM B. CHANDLER,
Commissioner.

NEPISQUIT STEEL BRIDGE.

Bathurst, Gloucester Co., N. B.

It appears from the examination of the witnesses who gave evidence as to this matter that on the 29th day of August, A. D. 1910, cheque No. 3833 was issued by the Department of Public Works for the Province in favor of Frank Robinson for \$25.00. This cheque is endorsed as follows:

his
"Frank (X) Robinson"

"Witness A. J. H. Stewart."
The voucher accompanying this cheque is an account for twenty-five yards of stone at \$1.00 per yard dated May 3rd, 1910 and was made out by Mr. Robinson in the name of Frank Robinson and signed and sent in by Valentine Robichaud, Superintendent, in connection with his returns for work done in the year 1910.

Mr. Robinson on his examination stated that he never supplied any stone whatever for the Nepisquit Steel Bridge at any time but that he got the amount of \$25.00 from Mr. A. J. H. Stewart. Robinson's explanation of the matter is that he has a claim for damages done to his land near the Dempsey Bridge in the County of Gloucester and for stone hauled off his land and used for the Dempsey Bridge. This stone was removed without his permission as claimed by Robinson and he stated that his claim for damages done to the land in removing the stone and for the removal of the stone, was one hundred dollars but he eventually settled the matter with Mr. Stewart and Mr. Stewart paid him \$25.00 in settlement of his claim. Mr. Stewart eventually recouped himself for this expenditure by putting in an account in the name of Frank Robinson for twenty-five dollars for stone supplied to the Nepisquit Steel Bridge and a cheque was afterwards issued for this amount in favor of Frank Robinson.

It appears that Frank Robinson never delivered the cheque himself but for some reason best known to himself Mr. Stewart endorsed the cheque as above in the name of Frank Robinson and signed his own name as a witness to the supposed signature of Robinson. It was very well able to write and never signs by a cross.

Unauthorized Settlement
So far as I could discover, Mr. Stewart had no authority to settle this claim of Robinson's. The cheque was made out to his land but it took up time to settle the matter with Robinson and afterwards adopted the somewhat singular procedure detailed above in order to get back the money which he had paid to Mr. Stewart.

Robinson says that he authorized Mr. Stewart to endorse the cheque for \$25.00 when it came. Mr. Stewart admitted the correctness of Robinson's statement as to this cheque and the reason why it was issued and stated that he endorsed the cheque and cashed it.

It seems to me it would have been very much better if Mr. Stewart had referred this matter to the Department of Public Works for settlement or had obtained some authority from the Department to settle the claim instead of taking upon himself to settle the claim without communicating with the Department and then adopting the plan detailed above to get back the money.

The whole transaction, in my judgment, was very irregular, and I can not see any reason for Mr. Stewart's statement as to the business of the Department and taking upon himself to settle this questionable claim and then putting in a false account for stone that was never delivered in order to get the money.

Only \$25.00 Involved
The serious part of it is that Valentine Robichaud, the superintendent in charge of the work done on the Nepisquit Steel Bridge was apparently induced by Mr. Stewart to sign the account for \$25.00 put in in the name of Frank Robinson and really he was used to work done on the Nepisquit Steel Bridge and to make a declaration as to the correctness of his return when both he and Mr. Stewart knew at the time that Frank Robinson had

never delivered a single yard of stone to the Nepisquit Steel Bridge in 1910. The return of the superintendent was made out by Mr. Stewart and was delivered to Robinson before Mr. Stewart.

In his evidence before me Valentine Robichaud admitted that he did not know that Frank Robinson had hauled any stone to the Nepisquit Steel Bridge. When asked why he signed the voucher for \$25.00 if Frank Robinson never hauled the stone he replied that Mr. Stewart said the money was due and that this man Robinson must be paid because he worked for the Government.

Valentine Robichaud claimed before me that Frank Robinson had hauled stone to the bridge, but he could not tell me to what bridge and his evidence as to this particular voucher was confused, contradictory and evasive and wholly unsatisfactory.

Edmund J. Ellis, who was foreman on the Dempsey Bridge, gave evidence as to this claim of Frank Robinson's for damage. He says that he did some damage to Robinson's field in hauling stone out of it and that he offered Robinson three dollars for the damage done, but Robinson refused to accept this amount.

It appears that stone was hauled to the Dempsey Bridge by persons living in the neighborhood, off their own property. These persons were paid for hauling the stone but they charged nothing for the stone.

Thomas O'Donnell, who worked on the Dempsey Bridge, stated that Robinson should have been paid some money for the damage done to his field for the damage done to his field in hauling stone off his property, and he further stated that the foreman was told by Mr. Robinson, the wife of Frank Robinson, that it would be all right to haul the stone off his property.

Everything in connection with the work done on this bridge is confused and unsatisfactory.

I found Docthe Chasson unable or unwilling to explain clearly anything in connection with his work, and in my judgment he is a man entirely unfit for the position of foreman, as he does not seem able to keep his accounts or reports straight or to give any definite information as to what he did.

Looked After Work
Mr. Martin F. Robichaud seems to have virtually taken upon himself the superintendence of the work done on the Caribou Bridge, and to have done in connection with this work what should have been done by the foreman or by the structural superintendent, Valentine Robichaud.

Docthe Chasson claimed that he had lost the report which he kept as to the work done on the Caribou Bridge. He seems to have left everything to the foreman, Mr. Martin F. Robichaud, even to the fixing of prices to be paid for labor and material.

I am not at all satisfied that this particular lot of fourteen pieces of timber ever went into the construction of the Caribou Bridge, owing to the impossibility of settling any definite information from Docthe Chasson, the foreman. There were some other charges in connection with this bridge, one being the issuing of a cheque for \$25.00 in the name of Antime Chasson.

It appears that Antime Chasson was not really entitled to all this amount and according to Docthe Chasson this amount of \$25.00 was really due to four individuals, Antime Chasson being entitled to \$26.00, Joseph D. Chasson, a son of Docthe Chasson, being entitled to \$18.00, and two other persons to four dollars each.

It seems that work to the amount of this cheque was actually done by the four persons mentioned. The only explanation offered by Docthe Chasson for including all these amounts in one cheque was that Valentine Robichaud had told him not to employ too many men and he therefore included the amounts due to four persons in one item under the name of Antime Chasson.

No Fraud Intended
The whole thing was stupid and unnecessary but not, as far as I can see, actually fraudulent; but it is one of the things going to show that Docthe Chasson was not fit for the position of foreman.

There was also a charge in connection with this bridge the work apparently done by Edward D. Chasson, supposed to have worked with a horse and cart in connection with this bridge for a number of days was actually done by another person, Cleophas Chasson, a servant or hired man of Docthe Chasson, the foreman.

Edward D. Chasson at the time when this work was done was a boy about eleven years old, attending school and really did not work at all in connection with this bridge.

The work which is credited to Edward D. Chasson was all done by Cleophas Chasson and the money received by Docthe Chasson was paid to him by the month by Docthe Chasson.

The only explanation Docthe Chasson had to offer in connection with this matter was that if Chasson, the man who really did the work he would have got the cheque for the work and might have kept it.

The total amount supposed to be done in connection with this bridge was \$170.00, and all this work was done by Cleophas Chasson using a horse and cart belonging to Docthe Chasson. The work was apparently done for the reason given by Docthe Chasson for using the name of his son in connection with this work was not a satisfactory explanation of his course.

Superintendent Not Qualified
Valentine Robichaud, the superintendent in charge of the work done on

the Caribou Bridge, and this man, Docthe Chasson, showed him the Dempsey Bridge, and he found it extremely difficult to discover from the evidence of the witnesses examined as to this particular matter, whether or not fourteen pieces of timber owned by Robichaud had really been used in this bridge, and I am still in doubt on this question.

Docthe Chasson, the man in charge of the work, was a most unsatisfactory witness, and it was almost impossible to get any definite information out of him as to the work done on this bridge.

Docthe Chasson does not seem to have kept any particular record in connection with his work and is a man of little or no education, and he apparently relied altogether upon Mr. Martin F. Robichaud to keep matters straight in connection with his work.

The Timber Purchased by Mr. Stead for the Shippegan Ferry Landing from Boudreau was paid for at the rate of two dollars and twenty cents a stick, large and small, and at this rate Boudreau should have been paid about thirty dollars for the fourteen pieces which he is said to have supplied for the Caribou Bridge. He actually received forty-two dollars for this timber. Boudreau himself could throw little or no light upon this transaction as he simply had some timber cut and shipped it in the name of Martin F. Robichaud to Shippegan, and he seems to have paid very little attention to the matter after this. He was paid for the timber procured from him by Mr. Stead and he supposed that fourteen pieces of the timber he had left at Shippegan were used for the Caribou Bridge, but whether it was or was not so used he could not say of his own knowledge.

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